



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, MNDCL-S, FFL**

Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

Service

On October 5, 2022, an Adjudicator granted the landlords an order for substituted service authorizing them to serve the Notice of Hearing and supporting evidence by email to each tenant effective three days after service.

The landlord testified the tenants were served with the Notice of Hearing and Application for Dispute Resolution by email on October 18, 2022, as directed by the Adjudicator.

Based on this undisputed evidence, I find the landlords served the tenants three days later with the required documentation necessary for them to participate in the hearing.

The parties are referenced in the singular.

Issue(s) to be Decided

Is the landlord entitled to compensation?

Background and Evidence

The landlord provided uncontradicted testimony as the tenant did not attend the hearing.

Tenancy

A copy of the written tenancy agreement was in evidence. The tenancy began on May 1, 2022, and ended on August 31, 2022. Rent was \$2,000.00.

The tenant provided a security deposit of \$1,000.00 and a pet deposit of \$600.00 for a total of \$1,600.00 (the deposits). The landlord holds the deposits in trust pending the outcome of this application.

No forwarding address was received.

Landlord's Claims

Rent

Tenant moved out without paying last month's rent. Outstanding rent is \$1,000.00.

Cleaning

Tenant moved out leaving unclean unit and garbage to be removed. The landlord incurred costs of \$26.00 and \$280.00

The tenant removed some of the landlord's items from the unit. The landlord replaced the items and submitted copies of invoices as follows:

ITEM	AMOUNT
43" TV, receipt submitted	\$369.59
Mirror, receipt submitted	\$223.99
TV Wall mount, receipt submitted	\$78.39
Shoe rack, receipt submitted	\$88.47
TOTAL	\$760.44

Synopsis of Claims for Compensation

ITEM	AMOUNT
Outstanding rent	\$1,000.00
Garbage removal, receipt submitted	\$26.00
Cleaning, receipt submitted	\$280.00
Items removed from unit	\$760.44
TOTAL	\$2,066.44

Filing fee and Deposits

The landlord requested reimbursement of the filing fee of \$100.00.

The landlord requested authorization to apply the deposits to the award.

Summary of Claims

ITEM	AMOUNT
Filing fee	\$100.00
Compensation	\$2,066.44
Deposits	(\$1,600.00)
TOTAL	\$566.44

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

Section 37(2)(a) of the Act requires that a tenant “leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear” when they vacate.

Taking into consideration all the undisputed evidence, I find that the landlord has proven on a balance of probabilities that the tenant breached section 37(2)(a) of the Act, that the landlord would not have suffered a monetary loss but for the tenant’s breach, and that the amounts claimed are reasonable in the circumstances. I find the landlord has taken all reasonable steps to reduce the costs claimed.

I find the landlord has established the tenant did not pay the rent in full when it was due, and the tenant owed the landlord the outstanding rent as claimed.

I find the landlord has established the tenant removed items in the unit as described requiring the landlord to replace them at the cost itemized.

As the tenant removed items without authorization, I am unable to determine the compensation attributable to damage caused by the pet. I authorize the landlord to retain the deposits.

Therefore, pursuant to section 38(4)(b) of the Act the landlord is authorized to retain the tenant’s deposits in partial satisfaction of the amount awarded.

Summary of Award

ITEM	AMOUNT
Compensation, set out above	\$2,066.44
Filing fee	\$100.00
(Less Deposits)	(\$1,600.00)
TOTAL	\$566.44

I grant a Monetary Order in the amount of **\$566.44**.

Conclusion

I grant a Monetary Order in the amount of **\$566.44**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 05, 2023

Residential Tenancy Branch